

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

IN RE:

W. R. GRACE & CO., ET AL

Debtors.

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Case No. 01-1139(MFW) through
Case No. 01-1200(MFW)

REQUEST FOR NOTICE PURSUANT TO
BANKRUPTCY RULE 2002 AND ALL PENDING
PURSUANT TO BANKRUPTCY RULE 3017(a)

Dies, Dies & Henderson Law Firm, as counsel to numerous asbestos claimants who are creditors and parties-in-interest in this bankruptcy case, request copies of all matters (including plans and disclosure statements) filed or noticed by any party herein pursuant to Federal Rules of Bankruptcy Procedures 2001(a) and (b) and 3017(a). Copies of all items should be addressed as follows:

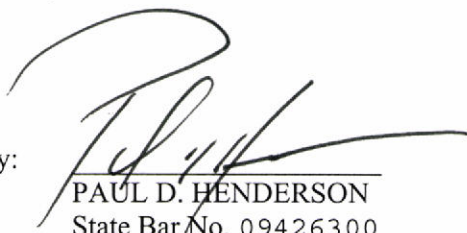
Paul D. Henderson
Dies, Dies & Henderson
1009 W. Green Avenue
Orange, Texas 77630
(409) 883-4394
(409) 886-4814-Facsimile

Respectfully submitted this 23rd day of April, 2001.

RESPECTFULLY SUBMITTED,

DIES, DIES & HENDERSON

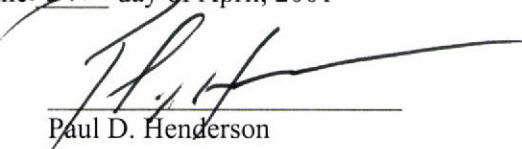
By:


PAUL D. HENDERSON
State Bar No. 09426300
1009 W. Green Avenue
Orange, Texas 77630
(409) 883-4394 Telephone
(409) 883-4814 Telecopier

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CERTIFICATE OF SERVICE

I hereby certify tat a true and correct copy of the foregoing instrument was sent by regular, First Class mail to all parties on the attached service list on this the 23rd day of April, 2001



Paul D. Henderson

SERVICE LIST

W. R. GRACE & CON.-CONN.

SERVICE TO ALL PARTIES VIA UNITED STATES FIRST CLASS MAIL

COUNSEL TO DEBTOR:

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Pachulski, Stang, Ziehl, et al
P.O. Box 8705
Wilmington, DE 19899-8705
FAX: (302)652-4400

Kirkland & Ellis
200 East Randolph Drive
Chicago, IL 60601
FAX (312) 861-2000

UNITED STATES TRUSTEE

Office of the United States Trustee
Frank Perch
601 Walnut Street, Room 950 West
Philadelphia, PA 19106
FAX: (215) 597-5795

INTERESTED PARTIES AND COUNSEL FOR ASBESTOS CREDITORS

Peter Lockwood
Caplin & Drysdale, Charters
One Thomas Circle, N.W.
Washington, DC 20005
FAX: (202) 429-3301

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Lanier Parker & Sullivan, P.C.
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Houston, TX 77010
FAX: (713) 659-2204

Elihu Inselbuch
Caplin & Drysdale
399 Park Avenue, 36th Floor
New York, NY 10022
FAX: (212) 644-6755

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Russell Budd
Baron & Budd, P.C.
The Centrum
3102 Oak Lawn Ave., Suite #1100
Dallas, TX 75219-4281
FAX (214) 520-1181

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Goldgerg, Pesky, Jennings
& White P.C.
1030 Fifth Avenue, Third Floor
Pittsburgh, PA 15219-6195
FAX: (412) 471-8308

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Nancy Worth Davis
Ness, Motley, et al
28 Bridgeside Blvd.
P.O. Box 1792
New York, NY 10038
FAX (212) 344-5461

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Mt Pleasant, SC 29465
FAX: (843) 216-9450

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301 North Charles Street
Baltimore, MD 21201-4306
FAX: (410) 539-8407

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& Hill, L.L.P.
300 West Main Street
P. O. Box 1109
Henderston, TX 75653-1109
Fax: (903) 657-6108

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Robins, Cloud, Greenwood & Lubel, LLP
910 Travis, Suite #2020
Houston, TX 77002
Fax: (713) 650-1400

Larry O. Norris, P.A.
101 Ferguson Street
Hattiesburgh, MS 39401-3812
Fax: (601) 584-6634

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2711 North Haskell Ave.,
5th Floor, LB 32
Dallas, TX 75204
Fax: (214) 824-8100

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4807 West Lovers Lane
Dallas, TX 75209
Fax: (214) 941-8855
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Dies, Henderson & Carona
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Orange, TX 77630-5619
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Weitz & Luxenberg
180 Maiden Lane

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Jones, Day Reavis & Pogue
77 West Wacker
Chicago, IL 60601-1692
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Caroselli, Beachler, McTierman & Convoy
312 Boulevard of the Allies
Pittsburgh, PA 15222
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Stachyra & Penn
111 West Washington street
Chicago, IL 60602-2703
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Foster & Sear, LLP
1201 North Watson Road, Suite #145
Arlington, TX 76006
Fax: (817) 633-5507

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Kaeske-Reeves, LLP
6301 Gaston, Suite #735
Dallas, TX 75214
Fax: (214) 821-0977

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Kendall, Hatten, Glasser, PLC
1001 East Broad Street, Suite #450
Richmond, VA 23219
Fax: (757) 625-4115

Michael V. Kelley
Kelley & Ferraro, LLP
1901 Bond Court Building
1300 East 9th Street

Cleveland, OH 44114

Fax: (216) 575-0799

Glen W. Morgan

Reaud, Morgan & Quinn

801 Laurel

Beaumont, TX 77701

Fax: (409) 833-8236

Terry Johnson

455 East Illinois Street, Suite #361

Chicago, IL 50511

Fax: (312) 933-3399

Mark Freedlander

Sable Pusateri Rosen Gordon & Adams

Frick Building, 7th Floor

Pittsburgh, PA 15219-6003

Fax: (412) 281-2859

Jon L. Heberling

McGarve, Heberling, Sullivan & McGarvey

745 South Main Street

Kalispel, MT 59901

Fax: (406) 752-7124

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE

FILED
2001 MAY -1 PM 3:26
CLERK
BANKRUPTCY COURT
DISTRICT OF DELAWARE

IN RE:

W. R. GRACE & CO., ET AL

Debtors.

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Case No. 01-1139(MFW) through
Case No. 01-1200(MFW)

VERIFIED STATEMENT OF DIES, DIES & HENDERSON LAW FIRM
UNDER BANKRUPTCY RULE 2019

I, Paul D. Henderson, representative of Dies, Dies & Henderson Law Firm declare as follows:

1. I am a partner with the law firm of Dies, Dies & Henderson (hereinafter "The Firm"). I am a member of good standing of the bar of the State of Texas.
2. I have personal knowledge of the facts set forth herein. I make this Verified Statement ("Statement") pursuant to Rule 2019 of the Federal Rules of Bankruptcy Procedure.
3. The Firm, a professional corporation, is organized under the laws of the State of Texas, with its offices for practice of law located at 1009 W. Green Avenue, Orange, Texas 77630.
4. As of the date of this Verified Statement, The Firm represents a number of personal injury claimants (the "Claimants" or individually, a "Claimant") who have been injured by asbestos products manufactured by W. R. Grace & Co, et al ("Debtor") and others, and thus hold claims against, *inter alia*, the Debtor. Attached as Exhibit "A" is a list of the Claimants represented by The Firm, each of whom has employed The Firm under a general Power of Attorney and Employment Contract, a representative form of which is attached as Exhibit "B". The original documents for each client are available at reasonable times and on reasonable notice at The Firm's offices.
5. The address for each Claimant represented by the Firm is c/o 1009 W. Green Avenue, Orange, Texas 77630.
6. The nature of the claim held by each Claimant is a personal injury tort claim for damages caused by asbestos products manufactured by the Debtor and/or its related entities. The amount of each claim is unliquidated except in those instances in which Claimants reached a settlement or obtained a judgment or verdict before commencement of the case.
7. Each claimant acquired his or her claim by exposure to asbestos manufactured by the Debtor prior to the filing of the captioned bankruptcy case.
8. Each Claimant is represented by The Firm under a fee agreement and power of attorney. The Firm holds each such instrument, as executed between the parties. By Power of Attorney, each Claimant has authorized the undersigned to vote and take all action necessary consistent with the actions provided an office Form 11A Power of Attorney. A representative copy of The Firm's power of attorney is attached as Exhibit "B".

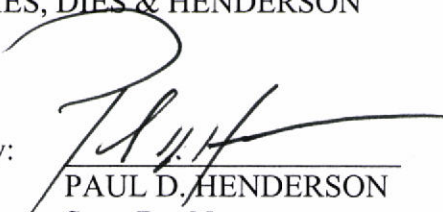
9. The Firm dies not hold any claims against or interest in the Debtor other than its right to receive a contingent attorneys fees upon payment to a Claimant.
10. The filing of The Firm's Verified Statement does not waive any rights including (i) the Claimants' rights to have final orders in non-core matters entered only after *de novo* review by a district judge; (ii) the Claimants' rights to trial by jury in any proceeding and any trial on their claims; (iii) the Claimants' rights to have the reference withdrawn by the district Court in any matter subject to mandatory or discretionary withdrawal or abstention to the extent not previously directed; (iv) the Claimants' rights in not submitting themselves to the jurisdiction of the fo the Bankruptcy Court; or (v) any other rights, claims actions, defenses, reclamations, setoffs, or recoupments to which the Claimants are or may be entitled under nay agreements, in law or in equity, all of which rights, claims, actions, defenses, reclamations, setoffs, and recoupments The Firm's Claimants expressly reserve.

Respectfully submitted this 23rd day of April, 2001.

RESPECTFULLY SUBMITTED,

DIES, DIES & HENDERSON

By:


PAUL D. HENDERSON
State Bar No. 09426300
1009 W. Green Avenue
Orange, Texas 77630
(409) 883-4394 Telephone
(409) 883-4814 Telecopier

(Request for Admission to be filed)

STATE OF TEXAS

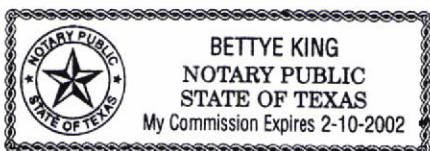
COUNTY OF ORANGE

§
§
§

KNOWN ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, on this day personally appeared Paul D. Henderson known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes therein expressed.

Given under my hand and seal of office this 23rd day of April, 2001.



Bettye King
Notary Public, State of Texas

CERTIFICATE OF SERVICE FOR RULE 2019 STATEMENT

I hereby certify that a copy of the foregoing Verified Statement Under Rule 2019 was served by regular, First Class mail to all parties on the attached Exhibit "C" on this the 23rd day of April, 2001

Paul D. Henderson
Paul D. Henderson

WRGrace

4/21/01

Client Name	Cause Number	Date Sui
ADAMS, ARCHIE G.	A-950,293-C	4/27/95
ADAMS, ARCHIE B.	A-950,293-C	12/18/96
ADAMS, BETH	A-950,293-C	4/27/95
ADAMS, AUGUSTA ANN	A-950,293-C	4/27/95
ADAMS, ROBERT D.	A-950,293-C	4/27/95
ADAMS, SIMON P.	A-950,293-C	4/27/95
ADAMS, TAYLOR R.	A-950,293-C	4/27/95
ADAMS, O. D.	A-163,843	9/22/00
ALEXANDER, WILSON	A-158,325	1/16/98
ALLEN, ALBERT	e-153,182	8/31/95
ALLEN, CARL	E-152,574	7/31/95
ANTOINE, MOSE	D-000,121-C	3/14/00
ARABIE, ROBERT	B-000,062-C	2/4/00
ARDOIN, HERMAN	D-950,289-C	7/27/95
ARMSTRONG, JOSEPH	D-950,292-C	7/27/95
AUCOIN, OSWALD P.	B-950,319-C	8/15/95
BALDREE, MILTON W.	B-980,043-C	2/4/98
BARRON, HARVEY	A-940,596-C	12/27/94
BARTON, JOE E.	A-950,367-C	8/30/95
BELCHER, JERRY	D-000,421-C	10/9/00
BERRY, ARCHIE L.	A-950,364-C	8/30/95
BERTRAND, DALLAS	D-950,366-C	8/30/95
BIHM, JAMES B.	D-950,244-C	6/14/95
BLOUNT, WAYNE R.	B-162,116	1/18/00
BOLES, ROBERT J.	A-155,929	11/1/96
BODELON, DAISY M.	D-960,516-C	2/9/96
BORDELON, LAWRENC	B-950,359-C	8/30/95
BOUDREAUX, OLLIE	A-970,393-C	10/22/97
BOUDREAUX, JOY	A-614,629	2/21/01
BRACKENS, JAMES L.,	B-950,365-C	8/30/95
BRADY, WILLIE MAUDE	E-153,188	8/31/95
BRASHERS, MICHAEL	E-161,258	8/2/99
BREAUX, ABBIE P.	D-940,358-C	8/8/94
BRISTER, BLYNN	B-950,291-C	7/27/95
BRITTAIN, LESTER	B-000,087-C	2/24/00
BROUSSARD, OTIS J.	B-000,111-C	3/8/00
BROUSSARD, J. CLARE	E-152,577	7/31/95
BROUSSARD, JOSEPH,	D-950,256-C	6/28/95
BROWN, JOSEPH L.	B-990,438-C	11/12/99
BROWN, WALLACE WI	D-146,922	7/30/99
BROWN, WILLIAM PAT	D-950,360-C	8/30/95
BRUMLEY, JIMMY R.	E-163,449	3/13/00
BURGE, CAROLYN	B-156,390	1/24/97
BURGE, GEORGENE	B-156,390	1/24/97
BURKE, AVERY J., III	A-161,176	7/12/99
BUSSELL, DAVID R.	A-990,052-C	2/18/99
BUXTON, WILLIAM E.	B-960,125-C	3/18/96

WRGrace

4/21/01

Client Name	Cause Number	Date Sui
BYRD, DAVID M.	D-010,114-C	3/5/01
CAMPBELL, BARNEY W	A-990,464-C	12/2/99
CARBAJAL, BENNY L.	A-148,651	3/13/94
CARROLL, FRANKIE JO	D-990,036-C	2/5/99
CARTER, FRANK LEE	A-990,437-C	11/12/99
CASTLEBERRY, JESSIE	B-010,020-C	1/16/01
CHANCE, DANIEL L.	B-950,525-C	12/11/95
CHAPMAN, RICHARD E.	A-000,389-C	9/20/00
CHATAGNIER, MELVIN	A-154,227	1/26/96
CHESTER, VIRGIL L.	D-000,481-C	11/14/00
COCKERHAM, MARTHA	D-980,164-C	4/16/98
COINE, JAMES, SR.	A-000,110-C	3/8/00
COMEAX, BILL L.	E-162,010	12/27/99
COOKS, LIONEL	B-010,113-C	3/5/01
CORMIER, MILTON	B-980,478-C	11/13/98
CORMIER, RAY A.	D-000,529-C	12/13/00
CORMIER, RUSSELL R.	A-000,082-C	2/24/00
COURMIER, ALTON L.	D-000,109-C	3/8/00
CROCKETT, JAMES L.	B-970,095-C	3/27/97
CRUSETURNER, JAME	B-161,762	10/25/99
CUELLAR, JUAN R.	B-158,654	3/19/98
CURRAN, GLENN E.	B-950,038-C	1/24/95
DALTON, JAMES H.	A-950,361-C	8/30/95
DAVIS, DENNIS D.	B-164,707	3/7/01
DEASON, MIKE	B-010,065-C	2/2/01
deLEON, BENJAMIN D.	D-000,484-C	11/13/00
DEMARRETS, DAVID R.	B-156,822	4/14/97
DESPERS, ALBERT D.	A-162,450	3/13/00
DETILLIER, MILTON	D-149,860	8/22/94
DEVILLIER, PATRICIA	A-162,554	3/31/00
DOUCET, FREDDIE, SR.	A-010,076-C	2/13/01
DOYLE, RICHARD	A-950,290-C	7/27/95
DUCLION, JOSEPH	D-960,123-C	3/18/96
DYSON, GENE A.	E-162,451	3/13/00
EDWARDS, MELVIN	D-000,139-C	3/30/00
EGLIN, HOWARD, JR.	A-000,422-C	10/9/28
ENARD, LOUIS, SR.	A-000,140-C	3/30/00
ENMON, EDGAR L.	B-010,206-C	4/19/01
EPPS, JOHNNIE	A-010,127-C	3/7/01
FIELDS, RONNIE	A-990,491-C	12/16/99
FONTENOT, PAUL R.	A-152,582	7/31/95
FOREMAN, DAVID LEE	B-000,141-C	3/30/00
FOREMAN, NATHAN LE	A-000,061-C	2/4/00
FOUX, SEBURN L.	A-158,457	3/13/98
FRANKLIN, VERNON R.	B-950,294-C	7/31/95
FRANKS, LOUIS	E-163,834	9/21/00
FRAZIER, CECIL	A-990-413-C	10/27/99

WRGrace

4/21/01

Client Name	Cause Number	Date Sui
FULLER, OLLIE ILSE	D-980,251-C	6/17/98
FUSILIER, FRED J., JR.	D-980,317-C	7/31/98
GALLET, JOHN, SR.	D-950,526-C	12/11/95
GARY, JOSEPH LYNN	B-950,258-C	6/28/95
GASPARD, JOHN	D-950,295-C	7/27/95
GATLIN, ROY E., JR.	B-163,926	10/9/00
GAUTHIER, JOE	D-990,110-C	3/19/98
GENGO, ANTONY	D-010,036-C	1/23/01
GILLIS, JAMES A.	A-940,257-C	6/28/95
GRANGER, HENRY	E-163,833	9/21/00
GRANT, HEDRICK	A-980,090-C	3/6/98
GRAY, ALFRED CHARL	B-149,031	5/10/94
GREEN, DORIS	D-970,392-C	10/22/97
GREENHAW, GEORGE	B-000,531-C	12/13/00
GREER, JOHN R., JR.	B-157,744	9/23/97
GREGG, JOHN D.	D-940,322-C	7/18/94
GRIMES, MARCUS	D-970,138-C	4/11/97
HALL, JAMES C.	A-010,124-C	3/7/01
HALLIBURTON, ROY L.	B-970,137-C	4/11/97
HAMBERLIN, VAUGHN	A-146,493	6/11/93
HAMILTON, JAMES B.	D-010,063-C	2/2/01
HANKS, DOUGLAS	B-161,947	12/7/99
HANSON, ARVIN E.	D-010,123-C	3/7/01
HARDING, DENSON	A-970,352-C	9/19/97
HARE, ERNEST F.	D-010,189-C	4/11/01
HARRISON, J. T.	D-010,009-C	1/8/01
HEBERT, EDWARD A.	D-980,521-C	12/17/98
HEBERT, MELVIN J.	B-000,532-C	12/13/00
HENDLEY, CURTIS E.	B-990,351-C	9/25/99
HENDRIX, L. B.	A-153,985	12/12/95
HESTER, TRUMAN	B-164,906	4/16/01
HEWITT, W. L.	B-980,361-C	8/28/98
HOBBS, HERBERT	B-164,630	2/21/01
HODGE, FULTON	A-156,469	2/7/97
HOGAN, ROBERT D.	B-010,008-C	1/8/01
HOLMES, JUNIUSS	D-010,126-C	3/7/01
HOLMES, WILLIAM T.	A-162,195	2/7/00
HORN, RUEL	D-990,349-C	9/23/99
HOWLAND, MARVIN E.	B-000,390-C	9/20/00
HRYHORCHUK, THOMA	A-010,172-C	4/3/01
HUNT, JAMES H.	D-000,391-C	9/20/00
HUNT, LESLIE K.	B-145,062	1/10/93
JAMES, VERNON	A-980,522-C	12/17/98
JEANE, CECIL	E-156,753	4/2/97
JEANE, EVELYN	A-990,404-C	10/22/99
JERNIGAN, ROBERT	D-156,823	4/14/97
JOHNSON, OTIS T.	A-010,208-C	4/19/01

WRGrace

4/21/01

Client Name	Cause Number	Date Sui
JOHNSON, RONNIE M.	D-960,036-C	1/24/96
JOHNSON, TONY	B-950,465-C	10/12/95
JOINER, LEE M.	B-000,392-C	9/20/00
JONES, BOBBIE R.	D-950,363-C	8/30/95
JONES, IVORY F.	B-950,362-C	8/30/95
JONES, PAUL	A-152,583	7/31/95
KAY, VON CLINTON	D-950,466-C	10/12/95
KIRKLAND, JESSE B.	B-930,089-C	1/15/93
LAPOINT, WILBERT J.	B-010,050-C	1/29/01
LAVINE, KALTON	D-162,009	12/27/99
LAZARE, JOSEPH C.	E-136,836	9/21/00
LEBLANC, JOHN H.	B-000,534-C	12/13/00
LEBLANC, LEVASTIE, J	D-010,207-C	4/19/01
LEBLEU, ANDREW	B-157,099	5/21/97
LEBLEU, JOHN T., JR.	A-010,169-C	4/3/01
LEGER, ROBERT	B-940,501-C	10/26/94
LEHMAN, BERNICE	A-158,399	1/30/98
LEVINE, PERCY	B-970,113-C	4/1/97
LORMAND, EDWARD, S	A-010,112-C	3/5/01
LOVELL, JACK	A-960,295-C	7/9/96
LYNCH, ROBERT	D-970,212-C	6/11/97
MASK, PAUL W.	B-160,208	12/17/98
McCLELLAND, KENNET	D-010,051-C	1/29/01
McDERMOTT, RAYMON	A-960,229-C	5/31/96
MILAM, BAKER	D-940,598-C	12/27/94
MITCHELL, WILLI L., JR.	D-960,228-C	5/31/96
MIZELL, WILLIAM, JR.	D-010,171-C	4/3/01
MOORE, JOHN H.	B-960,028-C	1/25/96
MOORE, RAYMONDD L.	B-010,038-C	1/23/01
MOORE, TROY J.	B-161,197	7/16/99
MORGAN, CARROLL	B-970,211-C	6/11/97
MORGAN, FRANK	E-164,843	4/4/01
MORRIS, DOUGLAS T.	B-970,038-C	2/4/97
MOSLEY, JERRY L.	B-010,170-C	4/3/01
MOTL, WAYNE L.	A-163,835	9/21/00
MULLICAN, JACK G.	D-000,085-C	2/24/00
MURRAY, JOSEPH R.	A-950,058-C	2/3/95
NETTLES, PAMELA	A-157,260	6/18/97
NIXON, WILLIAM F., JR.	A-950,358-C	8/30/95
NORWOOD, WALTER, J	D-950,296-C	7/27/95
O'GEA, LEROY J.	D-000,060-C	2/5/00
OLDBURY, LEWIS D.	B-163,837	9/21/00
PACE, PATRICIA	A-154,230	1/26/96
PACE, PAUL J.	A-154,230	1/26/96
PAPILION, HARRY J.	D-000,142-C	3/30/00
PARKER, JOHNNIE S.	A-150,221	10/6/04
PARMAN, JOHN R.	A-156,747	4/2/97

WRGrace

4/21/01

Client Name	Cause Number	Date Sui
PAULER, EDWIN	A-147,756	11/17/93
PENCE, GEORGE W.	D-010,018-C	1/16/01
PHILLIPS, ROBERT L.	B-000,423-A	10/9/00
POWDRILL, TRUITT L.	A-158,614	3/19/98
POWELL, GERALDD M.	B-980,319-C	7/31/98
PREMEAUX, PRESTON	D-970,317-C	9/3/97
PROCELL, QUINCY	B-000,333-C	8/18/00
PRUITT, JOE RAY	D-980,479-C	11/13/98
PRUITT, MELVIN K.	B-159,452	7/30/98
RAYFORD, FREDDIE L.	A-990,254-C	7/13/99
RAYFORD, NELEY	A-163,498	8/21/00
RICHARD, MORMAN	D-980,361-C	8/28/98
RICHARDSON, ARCHIE	A-000,143-C	3/3/00
RIGSBEE, OSCARD H.	D-150,198	10/19/04
RISINGER, NATH C.	A-970,318-C	9/3/97
ROBINSON, LIGE	B-940,240-C	6/1/94
ROMANO, MICHAEL	D-990,490-C	12/16/99
ROST, WHITNEY	D-000,541-C	12/27/00
RUNNELS, TONY	B-010,125-C	3/1/701
SANDERS, EDNA	D-158,205	12/10/97
SHELTON, LUVEUNIA	B-950,020-C	1/12/95
SHERMAN, WILLIAM S.,	B-161,627	9/29/99
SHERRILL, RICHARD M	B-940,606-C	12/27/97
SHUGART, MICHAEL	B-000,084-C	2/24/00
SHULTS, TOLLIVER	A-990,350-C	9/23/99
SIMONEAUX, JERRY W	B-980,403-C	9/21/98
SIMPSON, JOHN E.	A-990,266-C	7/20/99
SIMS, MATTHEW	B-000,483-C	11/13/00
SIMS, RICHARD	A-970,022-C	1/23/97
SMITH, MARVIN L.	D-010,093-C	2/20/01
SMITH, WILLIAM HUNT	A-980,379-C	9/22/98
SOLLY, WILLIAM H.	D-990,301-C	8/13/99
SONNIER, OPHE	B-960,035-C	1/25/96
STELLY, ELIE, JR.	A-010,094-C	2/20/01
STELLY, PHILONESE M.	B-010,188-C	4/11/01
STEVENS, TRUBERT	16,088	1/19/93
STIMITS, JOHNNIE B.	B-930,300-C	3/10/93
SWITZER, HOWARD D.	A-980,252-C	6/17/98
TAYLOR, EDWARD	D-157,390	7/9/97
TAYLOR, STEVE D.	D-990,203-C	6/7/97
TEAL, WILLIAM HOY	B-990,370-C	10/7/98
TEEL, WILLIAM, R.	A-159,521-A	8/18/98
THERIOT, CHARLES	B-158,204	12/20/97
THERIOT, DOROTHY	A-145,204	
THIBODEAUX, JOSEPH	B-000,108-C	3/8/00
THOMAS, ELEANOR	A-990,457-C	1/12/99
THOMPSON, ISAAC M.	A-950,457-C	10/12/95

WRGrace

4/21/01

Client Name	Cause Number	Date Sui
TULLIER, HAROLD, JR.	A-164,706	3/7/01
TYLER, JOMMIE JOE	B-940,276-C	6/21/94
VENABLE, HERMAN R.	B-000,393-C	9/20/00
VIATOR, SHIRLEY	D-154,564	8/28/98
VICKROY, KENNETH	B-159,564	8/28/98
WADE, LOUIS A.	A-970,249-C	7/9/98
WALKER, EARL D.	D-157,545	8/15/97
WALKER, JAMES H.	B-157,195	6/6/97
WARREN, LONNIE D.	A-960,310-C	7/19/96
WHEELER, TOMMY R.,	A-157,544	8/15/97
WHITE, BURNS	B-010,077-C	2/13/01
WILKERSON, JENNING	D-940,601-C	12/27/94
WILLIAMS, MORRIS H.	E-010,095-C	2/20/01
WINGATE, NICHOLAS	B-000,480-C	11/13/00
WISE, NOBLE	A-980,321-C	8/3/98
WOODFORD, CHARLES	A-160,076	11/16/98
WORTH, WINFIELD S.	A-940,470-C	10/11/94
YOUNG, CHARLES J.	D-159,563	8/28/98
YONNG, JON Q.	B-154,985	5/31/96

CONTINGENCY FEE CONTRACT

THIS IS AN AGREEMENT between _____,
hereafter referred to as "Client", and Paul Henderson with Dies,
Dies & Henderson, hereafter referred to as "Attorneys."

1. Matter Covered: Client retains Attorneys to represent Client in a cause of action against Asbestos Product Manufacturers or any other person, firm or corporation liable for asbestos-related injuries and/or wrongful death.
2. Services to be Performed by Attorneys: Attorneys agree to perform the legal services reasonably required to prosecute Client's claim to judgment in a trial court; and to prosecute or oppose any post trial motions. Attorneys are authorized to associate and employ other counsel to assist in representing Client, at Attorneys' own expense.
3. No Guarantee as to Result: Client acknowledges that Attorneys have made no guarantee as to the outcome of amount recoverable in connection with Client's claim.
4. No Fee if no Recovery: Client and Attorneys agree that if no recovery, monetary or otherwise, is obtained, Attorneys shall receive no fee for their services nor receive repayment of advanced litigation costs and expenses.
5. Litigation Costs and Expenses: Attorneys shall advance such costs as in their judgment are necessary for the prosecution of these claims and costs advanced by Attorneys shall be payable out of any recovery in the case. These costs may include, but will not be limited to, costs of medical evaluations, costs of obtaining medical records, reasonable copying and postage costs, telephone and facsimile transmission charges, messenger and delivery charges, travel expenses, court costs and filing fees, process serving fees, investigators' fees, word and data processing charges, fees to experts for consultation with Attorneys, and/or appearance at deposition or trial, and jury fees. Advanced costs and expenses as described herein shall be payable out of the first funds received.
6. Contingency Fee to Attorneys: Client acknowledges that he/she has been advised by Attorneys that any contingency fee is negotiable and is not set by law. Bearing such advice in mind, Client agrees to pay to Attorneys a contingency fee as follows:
 - a) _____ after suit is filed; and
 - b) _____ if notice of appeal is filed by either party.

7. Costs and Expenses as Affecting Contingency Fees: Costs and expenses incurred in connection with the prosecution or settlement of Client's claim shall be reimbursed after the contingency fee is computed. For example, if Client's claim is settled for \$1,000.00, and litigation expenses total \$100.00, the Attorneys' contingency fee shall be based on the gross amount of \$1,000.00. Client share of the recovery shall be the balance remaining after deducting Attorney's contingency fees then costs.
8. Form of Recovery as Affecting Contingency Fee: In the event the recovery consists of periodic payments over a period of time, or any other form of property which is not cash or cash equivalent, the contingency fee shall be based on the present cash value of the recovery and shall be payable out of the first funds or property received. If cash payment is periodic, attorney fees will be paid upon receipt and after costs and expenses as described in No. 7 above.
9. Common Cases: I/we understand that this case may be a part of a large number of cases of the same nature which may be handled as an aggregate or multiple group for trial preparation and settlement negotiations and I/we hereby authorize my Attorneys to enter into any aggregate or multiple settlement negotiations. I/we understand that the total amount of such settlements will be confidential in that any such aggregate or multiple settlement may involve settlements of other clients' cases.

I/we understand that certain expenses will be incurred in furtherance of this aggregate or multiple group of cases and I/we hereby authorize my attorneys to prorate equally between and among these cases the expenses so incurred in the furtherance of all cases, and as such I/we agree to have those expenses deducted from the net settlement as provided in this contract.
10. Cooperation with Attorneys: Client shall keep Attorneys advised of the whereabouts of Client at all times, shall appear on reasonable notice to any and all depositions and court appearances and shall comply with all reasonable requests of Attorneys in connection with the preparation and presentation of the claim described herein.
11. Power to Execute Documents: No settlement of said claims shall be made by the undersigned except by and through the Attorneys. No settlement shall be made by the Attorneys without the signature of the undersigned on a release. Client hereby gives Attorneys the power and authority to execute all pleadings, claims, contracts, settlements, drafts, checks, compromises, releases, dismissals, deposits, orders and other papers which Client could properly be payable or deliverable to Client on account of any judgment

recovered or any settlement agreed to in connection with the claims described herein.

12. Attorneys' Lien: Client hereby grants Attorneys a lien on Client's claim and any cause of action filed thereon to secure payment to Attorneys of all sums due under this Agreement for services rendered and costs advanced.
13. Other Services: The fees as stated above in this agreement constitute the total fees which Client shall be required to pay to Attorneys as a result of Attorneys' prosecution of claims for personal injuries, property damage, expenses and other losses arising from the incident and/or injuries specified in this Agreement. Any other services requested by Client and rendered by Attorneys to Client shall be billed to, and paid by Client, or in such other amount as the parties may agree. It is expressly agreed and understood that the services to be provided under this agreement by Attorneys do not include efforts to obtain worker's compensation benefits for clients, whether those benefits be under State or Federal law, or to perform probate or estate planning services. However, client may separately contract with attorneys for performance of same.
14. Client Acknowledgment: Client acknowledges having read all of the terms and conditions set forth in this agreement and that he/she fully understands and agrees to same.
15. Attorneys Licenses: It is understood that the firm of Dies, Dies & Henderson practices primarily in the state of Texas.
16. Texas Law: It is understood that the terms and conditions of this agreement are governed primarily by Texas Law and the Texas Rules of Professional Conduct.
17. Statement of Client's Rights: The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. Although not every complaint against or dispute with a lawyer involves professional misconduct, the State Bar Office of the General Counsel will provide you with information about how to file a complaint. For more information, please call: 1-800-932-1900. This is a toll-free phone call.

Entered into on the _____ day of _____, 20____.

DIES, DIES & HENDERSON

CLIENT

CLIENT SPOUSE

SERVICE LIST

W. R. GRACE & CO.— CONN.

SERVICE TO ALL PARTIES VIA UNITED STATE FIRST CLASS MAIL

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Frank Perch
601 Walnut Street, Room 950 West
Philadelphia, PA 19106
Fax: (215) 597-5795

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